

EXHIBIT 2



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Solicitation: SP0600-06-R-0218

Number	SP0600-06-R-0218
Title	O'sea Bunkers
Issue Date	07/07/2006
Closing Date	08/03/2006
Status	Open

Documents

Amendments

Amendment 18 (54K)

The purpose of this amendment is to delete the following Items in their entirety, from the solicitation: 709-61 TEMA, GHANA, WEST AFRICA MGO (PIPE) & 709-611 TEMA, GHANA, WEST AFRICA MGO (BARGE).

Amendment 17 (93K)

Amendment 16 (69K)

Amendment 15 (63K)

Amendment 14 (64K)

Amendment 13 (53K)

Amendment 12 (42K)

Closing date and time for locations on this amendment only is Thursday, July 5, 2007 at 1:00 PM Eastern.

Amendment 11 (65K)

FOR ITEMS 709-61 AND 709-611 ONLY, the closing date and time is extended until 17 May 2007, at 1:00 Eastern Standard Time.

Amendment 10 (75K)

Amendment 9 (40K)

Amendment 8 (108K)

The following lines items have been extended to 15 May 2007, at 1:00 Eastern Standard Time. Items 754-61, 754-61A, 754-62

Amendment 7 (75K)

For items 228-61, 269-61, 271-61, 506-61, and 510-61 the closing date and time is hereby

extended to Monday, May 7, 2007, 1:00 PM Eastern Standard Time.

Amendment 6 (51K)

For items on this amendment only the closing date and time is hereby extended to Monday, May 7, 2007, 1:00 PM Eastern.

Amendment 5 (56K)

Amendment 4 (58K)

The closing time and date of solicitation SP600-06-R-0218 is revised to November 16, 2006, 12:00 (NOON) Eastern Standard Time.

FACSIMILE OFFERS ARE PERMITTED. DESC facsimile number is 703- 767-8506. ALL OFFERS MUST BE SIGNED. E-MAIL SUBMISSIONS ARE NOW ACCEPTABLE.

Amendment 3 (333K)

Amendment 2 (29K)

This amendment is to extend the closing date and time for receipt of offers for all line items under Overseas Bunkers Solicitation SP0600-06-R-0218 through 12:00 PM (NOON) EST August 23, 2006.

Amendment 1 (709K)

Attachments

Offer Submission Package (1843K)

Attachment A - Locations Solicited (733K)

Attachment B - Base Reference Prices/Publications (219K)

Attachment C - Items listed by country (46K)

Solicitation

Solicitation (5518K)

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INFORMATION TO OFFERORS OR QUOTERS
SECTION A – COVER SHEET
Form Approved
OMB No. 9000-0002
Expires Oct 31, 2004

The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person will be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.

1. SOLICITATION NUMBER SP0600-06-R-0218	2. (X one) <input type="checkbox"/> a. INVITATION FOR BID (IFB) <input checked="" type="checkbox"/> b. REQUEST FOR PROPOSAL (RFP) <input type="checkbox"/> c. REQUEST FOR QUOTATION (RFQ)	3. DATE/TIME RESPONSE DUE 3 AUGUST 2006 @12:00 P.M. LOCAL FT. BELVOIR TIME
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INSTRUCTIONS

NOTE: The provision entitled "Required Central Contractor Registration" applies to most solicitations.

1. If you are not submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7.

2. Offerors or quoters must include full, accurate, and complete information in their responses as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

3. Offerors or quoters must plainly mark their responses with the Solicitation Number and the date and local time for bid opening or receipt of proposals that is in the solicitation document.

4. Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submissions, Modifications, and Withdrawals of Bids," or "Instructions to Offerors – Competitive Acquisition."

4. ISSUING OFFICE (Complete mailing address, including ZIP Code) Attn: DESC-PIB Defense Energy Support Center 8725 John J. Kingman Road, Suite 4950 Fort Belvoir, Virginia 22060	5. ITEMS TO BE PURCHASED (Brief description) Marine Gas Oil NSN: 9140-01-417-6843 1,294,210 MT Fuel Oil, Intermediate 180 NSN: 9140-01-417-6645 161,860 MT Fuel Oil, Intermediate 380 NSN: 9140-01-417-6632 223,184 MT Jet Fuel, Type A NSN: 9130-00-359-2026 17,045 MT
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6. PROCUREMENT INFORMATION (X and complete as applicable.)

<input checked="" type="checkbox"/>	a. THIS PROCUREMENT IS UNRESTRICTED.
<input type="checkbox"/>	b. THIS PROCUREMENT IS % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS:
<input type="checkbox"/>	c. THIS PROCUREMENT IS % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS:
<input type="checkbox"/>	d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.

7. ADDITIONAL INFORMATION:

THE NOTES ON THIS DD FORM 1707 PROVIDE INFORMATION THAT WARRANT YOUR SPECIAL ATTENTION PRIOR TO PREPARATION OF YOUR PROPOSAL.

8. POINT OF CONTACT FOR INFORMATION

a. NAME (Last, First, Middle Initial) Hawes, Kenneth	b. ADDRESS (Include ZIP Code) Defense Energy Support Center Attn: DESC-PIB 8725 John J. Kingman Road, Suite 4950 Fort Belvoir, VA 22060-6222
c. TELEPHONE NUMBER (Include Area Code and Extension) 703-767-8473	d. E-MAIL ADDRESS Kenneth.Hawes@dla.mil

9. REASONS FOR NO RESPONSE (X all that apply)

<input type="checkbox"/> a. CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/> d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
<input type="checkbox"/> b. UNABLE TO IDENTIFY THE ITEMS(S)	<input type="checkbox"/> e. OTHER
<input type="checkbox"/> c. CANNOT MEET DELIVERY REQUIREMENT	

10. MAILING LIST INFORMATION (X one)

WE ☐ DO ☐ DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.

11a. COMPANY NAME	b. ADDRESS
c. ACTION OFFICER	
(1) TYPED OR PRINTED NAME (Last, First, Middle Initial)	(2) TITLE
(3) SIGNATURE	(4) DATE SIGNED (YYYYMMDD)

NOTICE: THIS SOLICITATION REQUIRES OFFERORS TO AGREE TO IMPLEMENT THE WEB BASED ORDERING, REPORT AND INVOICE SYSTEM CALLED SEACARD. SEE PARAGRAPHS FOR CLAUSE CHANGES.

- A. Please retain this document for reference. This is the MASTER SOLICITATION SP0600-06-R-0218. Please refer to that document for all clauses referenced below.
- B. CLOSING DATE: The scheduled date for receipt of all offers is August 3, 2006, 12:00 P.M. Local (Fort Belvoir, VA) Time. FACSIMILE OFFERS ARE PERMITTED, DESC facsimile number is 703-767-8506. ALL OFFERS MUST BE SIGNED. NO EMAIL SUBMISSIONS ARE ACCEPTABLE.
- C. OFFER SUBMISSION: YOU ARE HEREBY REQUESTED TO SUBMIT YOUR ORIGINAL, SIGNED PROPOSAL AND OFFEROR SUBMISSION PACKAGE BEFORE THE CLOSING DATE OF THIS SOLICITATION. THE GOVERNMENT RESERVES THE RIGHT TO REJECT ANY PROPOSAL THAT IS STILL INCOMPLETE AFTER 10 DAYS OF THE OPENING DATE. SEE CLAUSE L 2.11-3 FOR DETAILS.
- D. ORDERING/DELIVERY PERIOD: The Ordering Period for contracts awarded under this solicitation is from 1 October 2006 through 31 September 2011. Quantities solicited are for a 5 year period. The Delivery Period is from 1 October 2006 through 31 October 2011.
- E. DISCUSSIONS: THE GOVERNMENT RESERVES THE RIGHT TO MAKE AWARDS WITHOUT NEGOTIATIONS. THEREFORE, OFFERORS ARE ADVISED TO SUBMIT THEIR BEST PRICES WITH THEIR INITIAL OFFERS. THE GOVERNMENT RESERVES THE RIGHT TO CONDUCT NEGOTIATIONS IF THE CONTRACTING OFFICER DETERMINES IT NECESSARY. SEE CLAUSE L2.05-4.
- F. CONTRACT TYPE: Contracts awarded as a result of this solicitation will be "REQUIREMENTS – TYPE FIXED PRICE WITH ECONOMIC PRICE ADJUSTMENT" CONTRACT. See clause I84.
- G. COMPETITIVE RANGE: Any offer determined to be outside the "Competitive Range" for this procurement will not be included in negotiations. Each initial offer should be submitted in good faith with the most favorable terms, from a price and technical standpoint. Please see clause L2.05-4.
- H. ECONOMIC PRICE ADJUSTMENT & BASE REFERENCE: Unless otherwise noted, the Base Reference Date for this solicitation is May 23, 2006. The escalator Base Reference Publications are identified under clause B19.19-1, ECONOMIC PRICE ADJUSTMENT. These references have been selected by DESC. Contract prices will change **DAILY** based upon changes in the reference publications: price changes are not based upon product cost. Please review this clause carefully. Any proposed exception to this clause must be submitted with the initial offer. Additionally, please review clause M19.08 for Evaluation of Uncommon Escalators if an exception is taken to the suggested escalator. Lastly, DESC downloads the Electronic Versions of Platts Bunkerwire. Occasionally a slight discrepancy may be noted between the prices on the Electronic Version and the printed (hard copy) version. In such an event, the prices posted in the Electronic Version shall prevail.
- I. B1.04-1 SUPPLIES TO BE FURNISHED (BUNKERS) TERMINAL ADDRESSES: The complete terminal addresses from which product will be supplied, along with a point of contact and telephone number, are required for each line item in your offer.
- J. FREE TIME AND DETENTION RATES: Please review and complete clause F3.01 for all of the line items being offered on requiring delivery by TANK TRUCK or TRUCK and TRAILER and TANK WAGON. For items requiring BARGE, please review and complete clause F16.03.

- K. AMENDMENTS: Bidders must acknowledge receipt of any and all amendments to this solicitation by signing and returning the amendment with the proposal.
- L. BIDDER CODE, CAGE CODE, AND DUNS NUMBER: Please remember to furnish Bidder Code, CAGE Code and DUNS Number. Along with your company's phone and fax numbers in block 17a of the Standard Form 1449 (SF1449). If you have a current Government contract and do not know what your CAGE Code is, please contact Ms. Carlyn Johnson at 703-767-7367. If you have not been assigned a CAGE Code, insert the word "None" in the block.
- M. TAXES: Reference Clauses I28.21, I29, and K86. The offeror is responsible for knowing the applicable taxes to include in the offered price(s).
- N. NOTICE: ANY CONTRACT AWARDED TO A CONTRACTOR WHO AT THE TIME OF AWARD WAS SUSPENDED, DEBARRED, OR INELIGIBLE FOR THE RECEIPT OF CONTRACTS WITH GOVERNMENT AGENCIES OR IN RECEIPT OF A PROPOSED DEBARMENT FROM ANY GOVERNMENT AGENCY IS VOIDABLE AT THE OPTION OF THE GOVERNMENT.
- O. EMERGENCY POINT OF CONTACT: DESC contact point/telephone number for emergency situations during after-duty hours is: DESC OPERATIONS CENTER Telephone Number: (703) 767-8420.
- P. PRIMARY SOLICITATION CONTACT POINT: For clarification, explanation and additional information please contact: Kenneth Hawes at (703) 767 - 8473.
- Q. CENTRAL CONTRACTOR REGISTRATION (CCR): Contractors must be registered in the Department of Defense (DoD) CCR database prior to the award of a contract for solicitations issued after May 31, 1998. The CCR is a central repository of trading partner information about firms qualified to do business with the Federal Government. Contractors register on a one-time basis and confirm on an annual basis that their CCR registration is complete and accurate. Contractors can register one of three ways:
1. Through the internet/WWW at: <http://www.ccr.gov>
 2. Through a Value Added Network provider by way of an electronic transaction know as an "838 Trading Partner Profile."
 3. By mail or facsimile by contacting the CCR Registration Assistance Center at 1-888-277-2423 for an application or by downloading the form from: <http://www.fecrc.com/whatsnew/ccrregist.html>
 4. This does not apply to foreign contractors. However, DESC encourages all offerors to register in the CCR and to participate in Electronic Funds Transfer (EFT), as this will streamline the payment process and result in faster payment.
- R. NOTICE TO ALL OFFERORS: Due to potential threat conditions which may prevail at various ports / locations at various times during the contract period, strict security measures may be in place at time of delivery. These security procedures may include, but are not limited to: searches of delivery vehicle / vessel; identification check of delivery personnel; security swims under / around delivery and receiving vessels. In addition, Contractors may be required to be vetted; this consists of background checks and the ability to verify they are who they say they are.
- S. CLAUSE CHANGES: B1.04-1 SUPPLIES TO BE FURNISHED (BUNKERS) TERMINAL SUPPLIER'S ADDRESSES: The complete terminal addresses, supplier's source from which the product will be supplied, along with a point of contact and telephone number, are required for each line item in your offer.
- T. SEACARD: All potential contractors will be required to participate in the SEACARD Program. Contractors must be able to receive orders, complete transaction data and invoice for contracts via the internet.

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- U. Alternate delivery methods: If a requested delivery method is not available in a specific port/contract line item; contractors are requested to propose an alternate delivery method.
- V. All Bunker deliveries must meet **MARPOL ANNEX VI** requirements.

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LIST OF ATTACHMENTS

- (X) DD FORM 1707; INFORMATION TO OFFERORS OR QUOTERS, COVER SHEET**
- (X) SF FORM 1449: SOLICITATION/CONTRACT/ORDER TO COMMERCIAL ITEMS**
- (X) OFFER SUBMISSION PACKAGE (OSP)**
- (X) SCHEDULE OF SUPPLIES ATTACHMENT A**
- (X) SCHEDULE OF BASE REFERENCE PRICES ATTACHMENT B**
- (X) LINE ITEMS BY COUNTRY ATTACHMENT C**

FEDERAL ACQUISITION CLAUSES FOR COMMERCIAL ITEMS**B1.04-1.100 SUPPLIES TO BE FURNISHED (SHIPS' BUNKERS) (DESC MARCH 2006)**

(a) **SHIPS' BUNKERS.** Unless otherwise stated, the supplies shall be furnished f.o.b. destination as ships' bunkers into various types and sizes of U.S. military and federal civilian vessels for immediate consumption by the vessel. Unit prices are for product delivered inclusive of all delivery charges. Depending on the delivery conveyance's size, quantities ordered and delivered by truck or barge (as contracted) may require utilization of more than one truck or barge or return trips to fulfill the ordered fuel quantity.

(b) **REQUIREMENTS.** This is a requirements contract for the supplies or services specified and effective for the period stated in paragraph (i).

(1) The quantities of supplies or services specified in the Schedule are best estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(2) Delivery or performance shall be made only as authorized by orders issued in accordance with the ordering provisions herein. Subject to any limitations in the order limitations provisions herein or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ordering provisions. In addition, if a Government facility is located near the bunkering location, the Government shall only order from the Contractor the Government's fuel requirements that are in excess of its in-house capabilities. In such instances, the estimated quantities specified in the Schedule are estimates of requirements in excess of the quantities that the Government may itself furnish within its own capabilities. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations. Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule. The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract. However, the total quantity ordered and required to be delivered by the specified method of delivery during the ordering period may be greater than or less than these total estimated quantities.

(3) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(4) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; PROVIDED, that the Contractor shall not be required to make any deliveries under this contract after the end of the stated delivery period.

(5) The Government agrees to order and the Contractor shall, if ordered, deliver during the contract period, at the unit prices hereunder, adjusted in accordance with the ECONOMIC PRICE ADJUSTMENT – MARKET PRICE INDICATORS (SHIPS' BUNKERS) clause or the ECONOMIC PRICE ADJUSTMENT – ESTABLISHED CATALOG MARKET PRICE – OTHER THAN PUBLICATION (SHIPS' BUNKERS) clause of the contract (if applicable), the total actual requirements for the product(s) at the location(s) listed.

(6) Domestic requirements for ships' bunkers shall include all of the U.S. (including commonwealths and the District of Columbia), its territories, and possessions. Overseas requirements are those outside of the above. Domestic and overseas requirements are classified into separate Purchase Programs (PPs):

Domestic:

PP 3.7A - Pacific, West Coast, Great Lakes, Northeast, and Middle Atlantic States, to include inland river-ways therein.
PP3.7B - Caribbean, Southeast, Southwest, Gulf Coast, and inland river-ways therein.
PP3.7C - State of Alaska.

Overseas:

PP 1.3A - Europe and Middle East.
PP1.3B - Central/South America, Africa, and Far East/Pacific.

(c) LINE ITEM SUPPLY SCHEDULE.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT/PRODUCT CODE</u>	<u>SPEC CLAUSE</u>
DOMESTIC		
9140-01-313-7776	COMMERCIAL MARINE GAS OIL (MGO)/75	C16.23-2/52.246-9FAQ
9140-01-447-1031	BUNKER FUEL NAVAL DISTILLATE (B76)/30	C16.23-4/52.26-9FBK

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9140-01-456-9443	DIESEL FUEL GRADE 2 (DF2)/34	C16.26-11/52.246-9FAW
9140-01-447-1092	FUEL OIL, BURNER GRADE #6 (FS6)/55	C16.38/52.246-9FCA
9140-01-447-1065	FUEL OIL BURNER GRADE #4 (FS4)/52	C16.38/52.246-9FCA
9140-01-271-5280	INTERMEDIATE FUEL OIL 180/98	C36/52.246-9FFE
9140-01-235-2882	INTERMEDIATE FUEL OIL 380/96	C36/52.246-9FFE

OVERSEAS

9140-01-417-6843	COMMERCIAL MARINE GAS OIL (MGO)/61	C16.23-2/52.246-9FAQ
9140-01-417-9723	FUEL OIL, BURNER GRADE #6 (FS6)/64	C16.38/52.246-9FCA
9140-01-417-6645	INTERMEDIATE FUEL OIL 180/62	C36/52.246-9FFE
9140-01-417-6632	INTERMEDIATE FUEL OIL 380/63	C36/52.246-9FFE

NOTE: Delivery of a single order may require multiple vehicles or trips.

The acronym **TK** means tanker, **B** means barge, **TT** or **RTW** means transport truck, **TTR** means truck and trailer, **TW** means tank wagon, **P** means pipeline (ex-pipe/ex-wharf), and **MSS** means Marine Service Station.

<u>ITEM</u>	<u>SUPPLY, BUNKER LOCATION, AND METHOD OF DELIVERY</u>	<u>(LENGTH OF PERIOD) ESTIMATED QUANTITY (UNIT OF MEASURE)</u>	<u>UNIT PRICE PER (UNIT OF MEASURE)</u>
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SEE ATTACHMENT A FOR LOCATIONS AND TO FILL IN PRICES.

(d) **DELIVERY MODE SPECIFICS.** See also the BUNKERING PROVISIONS clause.

(1) **PIPELINES.** For all line items above that require pipeline (ex-pipe at pier or wharf) as the method of delivery, the exact location of the Contractor's pipeline shall be listed below. **NOTE: Access to the pipeline pier must be able to provide for vessels at least 90 feet in height. Specific obstacles such as bridges, jetties, locks, etc., must be advised below to include low and high tide and time. Pumping rates per delivery conveyance shall be as stated in the BUNKERING PROVISIONS clause unless stated differently in the above Schedule.**

<u>ITEM</u>	<u>SPECIFIC PIPELINE DELIVERY LOCATION</u>	<u>MAXIMUM DRAFT & MEAN LOW TIDE/TIME</u>	<u>OBSTACLES?</u>
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(2) **TRUCKS.** For all items above that require tank wagon, transport truck, and/or truck and trailer as the method of delivery, offerors must specify the capacity and pumping rate of the truck(s).

<u>ITEM</u>	<u>TRUCK CAPACITY</u>	<u>TRUCK PUMPING RATE</u>
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(3) **BARGE.** Barge deliveries shall be required at pier-side and/or anchorage (inner and outer harbor). Pumping rates per delivery conveyance shall be as stated in the BUNKERING PROVISIONS clause unless stated differently in the above Schedule.

(e) **TAXES.** Unless the contract provides otherwise, the contract price must include all applicable taxes and, for overseas items, duties. The offeror shall list below the specific name and amount of the taxes included in the price. If, when permitted by the contract, taxes are not included in the offered price, but are expected to be invoiced separately, the offeror shall list the specific name and amount of these taxes below. These taxes shall apply when the U.S. Government does not have an exemption. See the **FEDERAL, STATE, AND LOCAL TAXES/FEEs EXCLUDED FROM CONTRACT PRICE** clause and/or the **TAXES - FOREIGN FIXED-PRICE CONTRACTS** clause. Domestic contracts should include **LUST** (Long Term Underground Storage Tax) and **Federal Oil Spill Liability Fee**.

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<u>ITEM</u>	<u>APPLICABLE TAX NAME AND AMOUNT PER UNIT</u>	(X THE APPLICABLE COLUMN)	
		<u>INCLUDED IN UNIT PRICE</u>	<u>TO BE INVOICED SEPARATELY</u>

NOTE: For domestic distillate items, the current Federal Excise Tax shall apply only if fuel delivered is undyed per mandated requirements. Please advise, per item, if offered product will have a low or high sulfur content and/or if dyed or undyed, if not part of the current Schedule. Subject tax will not be included in the offered unit price. Special note for overseas distillate items: if fuel is dyed per in-country mandated requirements, please so advise with specifics on the dye and its effect on fuel specifications.

(f) LOCATION OF FACILITY(IES).

(1) Each Fuel Terminal, Transportation Type and Source, and Location of the Testing Facility are required for possible assignment, at origin, of Government Quality Assurance (inspection) Actions. Primary and alternates are requested. Government Quality Assurance inspections at origin, if applicable, shall be assigned in (3) below. The following columns shall be completed by the offeror: The facilities identified below by the offeror shall be used for the life of the contract.

<u>ITEM(S)</u>	<u>SOURCE OF FUEL/ TERMINAL NAME(S) AND FULL PHYSICAL ADDRESS(ES)</u>	<u>(For barge and truck deliveries) TRANSPORTATION SOURCE(S) NAME(S) & FULL PHYSICAL ADDRESS(ES)</u>	<u>TESTING FACILITY(IES) NAME(S) & FULL PHYSICAL ADDRESS(ES)</u>

NOTE: ALL OFFERS MUST BE ACCOMPANIED BY A "TYPICAL" SPEC SHEET SHOWING ALL THE TEST RESULTS REQUIRED BY THE DESC SPECIFICATION CLAUSES.

(2) Quality Representative (QR) includes the terms Quality Assurance Representative (QAR) and Quality Surveillance Representative (QSR). The QAR is a Government Representative authorized to represent the Contracting Officer to assure the Contractor complies with the contractual requirements in furnishing petroleum products and services. The QSR is a Government Representative authorized to represent the Contracting Officer to assure the Contractor complies with the contractual requirements in furnishing services.

(3) The following may be completed by the Government at time of award. Government Source Inspection is required for items listed below:

(g) DELIVERY ORDERS.

(1) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities defined as an Ordering Officer. Any U.S. military and Federal civilian agency vessel may utilize this contract. An Ordering Officer means whichever of the following (or their designated representatives) is applicable: (1) the Commander, Defense Energy Support Center; (2) the Commander, U.S. Army Petroleum Center; (3) the Commanding Officer, U.S. Navy Petroleum Office; (4) the Officer in charge of the Federal Government activity encompassing any delivery point indicated in the Schedule; (5) the Commanding Officer or the Master of the vessel to be bunkered; (6) any Government Contractor furnishing evidence of authority to order under this contract; (7) the head of any Federal Government agency; (8) the Contracting Officer; (9) the Navy Fleet Commanders; (10) the Defense Attaché Officer; (11) the authorized ship manager (Contractor) for the Maritime Administration and/or National Aeronautic and Space Administration (NASA) who is ordering ships' bunkers on behalf of Maritime Administration and/or NASA vessels; (12) the ships' husbanding agent, furnishing evidence of contractual authority, who passes the order (verbal or written) on behalf of the requesting Government vessel; (13) Military Sealift Command Fuel Ordering Officers; and (14)) The SEACard team member transmitting an oral order from any of the foregoing. All delivery orders are subject to the terms and conditions of this contract. In the event there is a conflict between a delivery order and this contract, the contract shall control.

(2) **ORAL ORDERS.** Bunker fuel orders may be issued orally or in writing. An oral delivery order may be considered issued by the Ordering Officer when it is verbally assigned a purchase order and/or delivery order number and the delivery specifics have been verbally communicated to the Contractor. A verbal delivery order number may also be the Date Time Group (DTG) number from the vessel's Logistics Requirements (LOGREQ) Report issued to a Government shore activity or contracted husbanding agent. Contractors are encouraged to request evidence to substantiate a verbal delivery order. For military and U.S. Coast Guard vessels, a contracted husbanding agent or Government shore activity may serve as liaison for the requesting vessel to be bunkered. The Government shore activity or contracted husbanding agent will pass the above-described oral order issued by the vessel, along with evidence of this order, to the Contractor in a timely manner and will coordinate the delivery of the fuel. The husbanding agent, not having authority to bind the Government, must clearly advise the Contractor of its role in this arrangement and show valid evidence